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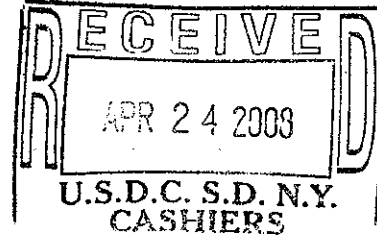
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4. In addition to the \$116,804.80 paid by plaintiffs, 15 Wadsworth incurred a deductible of \$5,000, and therefore the total amount sought in this action is the sum of the two, or \$121,804.80.

Jurisdiction and Venue

5. This Court has jurisdiction over this matter pursuant to 28 USC §1332 as the action is between citizens of different states and the matter in controversy exceeds \$75,000, exclusive of interest and costs.

6. Venue is proper in this district pursuant to 28 USC §1391(a).

The Parties

7. At all relevant times herein, Alea was and still is a Connecticut corporation with its principal place of business located in Rocky Hill, Connecticut,

8. At all relevant times, Alea was the first party property insurer of 15 Wadsworth under Policy no.: BDR34002850315905 which covered the period July 12, 2005 to July 12, 2006. The policy had a \$25,000 deductible.

9. At all relevant times herein, RLI was and still is an Illinois corporation with its principal place of business located in Peoria, Illinois.

10. At all relevant times, RLI insured \$20,000 of the \$25,000 deductible under Alea's policy, pursuant to Policy no.: RCP011574, which policy covered the period July 12, 2005 through June 30, 2006.

11. At the time of the incident, defendant Raleigh Wright was an individual living in New York, New York who now, upon information and belief, lives in Danville, Virginia.

Factual Allegations

12. At all relevant times, Raleigh Wright was a tenant in the Building and leased Apartment 2-E from 15 Wadsworth.

13. On February 18, 2006 a fire erupted in apartment 2-E, and before it was extinguished said fire caused significant damage to the Building.

14. Upon information and belief, said fire was caused by the negligence of defendant or other persons occupying defendant's apartment.

**First Claim for Relief
(Negligence)**

15. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 14 as though fully set forth at length herein.

16. Defendant had a duty of reasonable care to insure that the apartment which he leased from 15 Wadsworth was properly maintained and that no fire would start in that apartment, which fire would undoubtedly damage said apartment and other portions of the Building.

17. Defendant, through himself, or through others who were in apartment 2-E, breached his duty of reasonable care by causing a fire to start in a futon which caused significant damage to Apartment 2-E and other portions of the Building.

18. Defendant's conduct was the direct and proximate cause of plaintiffs' damages.

19. To date, plaintiffs have been damaged in the amount of \$116,804.80, the amount they paid to 15 Wadsworth, and additionally plaintiffs are entitled to recover 15 Wadsworth's \$5,000 deductible, which totals \$121,804.80 in damages.

**Second Claim for Relief
(Breach of Contract)**

20. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 19 as though fully set forth at length herein.

21. Defendant entered into a lease for his premises.

22. Among other things, the lease required defendant to properly maintain the premises and not to engage in activities which might cause damage to apartment 2-E or the rest of the Building, including the careless ignition of a fire.

23. Defendant breached the lease in that a fire was negligently started in apartment 2-E causing significant damage to said apartment and other portions of the Building.

24. To date, plaintiffs have been damaged in the amount of \$116,804.80, the amount they paid to 15 Wadsworth, and additionally plaintiffs are entitled to recover 15 Wadsworth's \$5,000 deductible, which totals \$121,804.80 in damages.

WHEREFORE, plaintiffs demand judgment as follows:

I. As for the first claim for relief, the amount of \$121,804.80 against defendant, plus interest from February 18, 2006;


II. As for the second claim for relief, the amount of \$121,804.80 against defendant, plus interest from February 18, 2006;

III. Cost and disbursements of this action; and

IV. Such other and further relief as to this Court may seem just and proper.

Dated: New York, New York
April 23, 2008

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